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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

MARK SNOOKAL, an individual,

Plaintiff,

vs.

CHEVRON USA, INC., a California Corporation, and DOES 1 through 10, inclusive,

Defendants.

Case No. 2:23-cv-6302-HDV-AJR

**DEFENDANT CHEVRON U.S.A., INC.’S OPPOSITION TO PLAINTIFF’S EX PARTE APPLICATION FOR LEAVE TO FILE A MOTION TO COMPEL FURTHER DISCOVERY AND TO FILE A MOTION FOR SANCTIONS**

**(Dkt. No. 47)**

[Filed concurrently with Declarations of Sarah Fan and Robert Mussig]

District Judge: Hon. Hernán De. Vera  
Magistrate Judge: Hon. A. Joel Richlin

Action Filed: August 3, 2023  
Trial Date: August 19, 2025

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## **OPPOSITION TO EX PARTE APPLICATION**

This court should deny this ex parte application because there are no exigent circumstances and no factual or legal basis for a motion for sanctions. Plaintiff Mark Snookal’s second ex parte application seeks another bite at the apple—it is largely a reiteration of his first ex parte application seeking leave to file a motion for sanctions, which this Court already considered and decided.

Defendant Chevron U.S.A., Inc. (“Chevron U.S.A.”) has remained in constant communication with Plaintiff throughout the meet and confer process regarding the documents and discovery responses at issue. Plaintiff has long since been aware that he is seeking discovery responses and the production of documents which are in the possession of a **non-party entity**, and to which he failed to subpoena during discovery. Despite that, and in an effort to be cooperative, Chevron U.S.A. has tried to obtain such documents for Plaintiff. Chevron U.S.A. has made diligent efforts to produce the documents and information requested, and has offered alternatives to Plaintiff to address any concerns Plaintiff may have regarding the timeline of production from a non-party to this action. However, despite the cooperation and sincere desire to prevent unnecessary law and motion by Chevron U.S.A., Plaintiff indicated during the parties’ meet and confer discussions that he is only interested in seeking sanctions for the same documents which were the subject of Plaintiff’s first ex parte application, not in further discovery.

Chevron U.S.A. has not concealed any documents or information at issue, (and there is no evidence to support that contention) and such alleged “documents” have no bearing on the pending Motion for Summary Judgment. Notably, and most fortuitously, Plaintiff filed this ex parte two court days after the joint motion for summary judgment was filed. Plaintiff has presented no facts or circumstances that demonstrates any exigency which would warrant ex parte relief. On these grounds, and those discussed in further detail below, Plaintiff’s ex parte application must be denied.

1 **I. RELEVANT FACTUAL AND PROCEDURAL BACKGROUND**

2 After Plaintiff voluntarily resigned from his former position with Defendant  
3 Chevron U.S.A., Inc., a Pennsylvania corporation (“Chevron U.S.A.”) for another job  
4 opportunity which he admits had “significantly increased responsibility,” Plaintiff filed  
5 the instant lawsuit against Chevron U.S.A. claiming that he had been discriminated  
6 against and constructively terminated. At deposition, Plaintiff admitted that the reason he  
7 resigned was because his career at Chevron U.S.A. was not advancing as he had hoped,  
8 not because anyone at Chevron U.S.A. forced him to leave. Plaintiff initially filed this  
9 lawsuit claiming he had been discriminated against on the basis of his age, as well as  
10 discriminated against and not accommodated for his alleged disability, but he has since  
11 dismissed his age discrimination claim.

12 Plaintiff’s claims for alleged disability discrimination and failure to accommodate  
13 are premised solely on the rescission of his offer for a Reliability Engineering Manager  
14 (“REM”) position in Escravos, Nigeria in August 2019, which was a position employed  
15 by Chevron Nigeria, Limited (“Chevron Nigeria”), an entity which is not a party to this  
16 action. Plaintiff’s offer was contingent upon Plaintiff undergoing and passing a fitness  
17 for duty examination. Notably, Escravos is not an actual town or city; it is an oil  
18 production facility at the mouth of the Escravos River. It is an incredibly remote area,  
19 with no roads in or out. The only access is by helicopter or boat. Due to Plaintiff’s heart  
20 condition, which gives him a low but unpredictable risk of experiencing a serious  
21 cardiovascular event, Dr. Eshiofe Asekomeh, a physician in Nigeria (who was deposed in  
22 this case), determined that if Plaintiff experienced a serious cardiovascular event in  
23 Escravos, it would likely lead to his death, or the death or injury of others, due to the  
24 remote location, which has limited access to basic medical care and unreliable medical  
25 evacuations. Dr. Asekomeh, who has never been employed by Chevron U.S.A., deemed  
26 Plaintiff not fit for duty in Escravos.

27 Although Plaintiff’s former position had been backfilled in anticipation of Plaintiff  
28 taking the REM position, Chevron U.S.A. ensured that Plaintiff’s employment would

1 continue and worked with him to find a position that he was interested in and qualified  
2 for. Chevron U.S.A. created a position for Plaintiff which paid the same, and which he  
3 accepted, and Plaintiff was ultimately restored to his former position. Plaintiff did not  
4 experience any loss of compensation or benefits during this period of time. Plaintiff  
5 continued to work for Chevron U.S.A. for approximately two years after the rescission of  
6 the REM position until he voluntarily resigned in August 2021.

7 Plaintiff filed this action on August 3, 2023. Trial is set on August 19, 2025  
8 (which has already been continued – along with the discovery cut-off). Chevron U.S.A.’s  
9 Motion for Summary Judgment or, in the Alternative, Partial Summary Judgment, is fully  
10 briefed and set for hearing before the Court on May 8, 2025, as to Plaintiff’s three  
11 remaining claims: (1) disability discrimination in violation of the California Fair  
12 Employment and Housing Act (“FEHA”); (2) failure to accommodate in violation of  
13 FEHA; and (3) wrongful constructive termination in violation of public policy.

14 This ex parte application seeks leave to file a request for sanctions relating to the  
15 same documents regarding Dr. Stephen Frangos, which were the subject of Plaintiff’s  
16 first ex parte application. As set forth in detail in Chevron U.S.A.’s prior opposition to  
17 Plaintiff’s ex parte application, electronic records are not centrally stored, meaning  
18 Chevron U.S.A. does not have the ability to search the records of all Chevron-related  
19 entities. (Mussig Dec. ¶ 6.) Chevron U.S.A. was not aware that Dr. Stephen Frangos  
20 was involved in Plaintiff’s MSEA fitness for duty determination in any capacity at time it  
21 served its Initial Disclosures and throughout most of the course of discovery in this  
22 matter. (Mussig Dec. ¶ 2.) Indeed, even Plaintiff, who actually had personal interactions  
23 with Dr. Frangos and had personal knowledge of Dr. Frangos’s involvement in this  
24 matter, ***testified that he did not have substantive discussions with Dr. Frangos.*** (Mussig  
25 Dec. ¶ 3, Ex. A [“Snookal Dep. Tr.”], 69:17-25; see also 79:20-80:9.) To the knowledge  
26 of both parties, Dr. Frangos did not have any substantive involvement in this matter.

27 Plaintiff has taken six depositions in this case thus far, including four of the doctors  
28 involved in the MSEA determination—Dr. Mark Levy, Dr. Eshiofe Asekomeh, Dr.

1 Ujomoti Akintunde, and Dr. Victor Adeyeye. (Mussig Dec. ¶ 4; Fan Dec. ¶ 2.) Aside  
2 from Dr. Levy, these doctors have never been employed by Chevron U.S.A., and their  
3 depositions had to be coordinated through Chevron Nigeria, Limited (“Chevron  
4 Nigeria”), a wholly separate and distinct corporate entity from Chevron U.S.A. (Fan  
5 Dec. ¶ 2.) None of the witnesses deposed testified that Dr. Frangos was involved in  
6 Plaintiff’s MSEA determination in any way, and certainly did not indicate that he was a  
7 decisionmaker with respect to the determination. (Mussig Dec. ¶ 4; Fan Dec. ¶ 2.)

8 After Plaintiff noticed the depositions of the doctors located in Nigeria, Chevron  
9 U.S.A. in the spirit of cooperation, worked diligently to coordinate with Chevron Nigeria  
10 regarding their availability for deposition, taking into account their schedules,  
11 availability, and clinical duties, as well as the 8-9 hour time difference between  
12 California and Nigeria. (Fan Dec. ¶ 4.) On October 8, 2024, in connection with Dr.  
13 Asekomeh’s deposition, Chevron U.S.A. learned that Dr. Asekomeh had corresponded by  
14 email with Drs. Akintunde and Adeyeye regarding Plaintiff. (Mussig Dec. ¶ 6.) Once  
15 Chevron U.S.A. became aware of the existence of relevant email correspondence in the  
16 possession of Chevron Nigeria on October 8, 2024, Chevron U.S.A. promptly made  
17 efforts to work with Chevron Nigeria to obtain copies of that email correspondence and  
18 ***produced that correspondence two days later on October 10, 2024.*** (Mussig Dec. ¶ 6;  
19 *see also* Flechsig Decl., Ex. 8, Asekomeh Dep. Tr., 116:21-117:5 [testifying that the  
20 email correspondence at issue was not accessible even to Dr. Asekomeh without the  
21 assistance of help on the “back end” (i.e., IT) until October 9, 2024, the day before it was  
22 produced].)

23 Dr. Asekomeh testified during deposition that he did not specifically recall, but  
24 may have corresponded by email with Dr. Olorunfemi Pitan, former Head of  
25 Occupational Health in Lagos, Nigeria. (Mussig Dec. ¶ 8.) Dr. Asekomeh confirmed  
26 that he was the sole decisionmaker in Plaintiff’s MSEA determination. (Mussig Dec. ¶ 7,  
27 Ex. C [“Asekomeh Dep. Tr.”] at 33:14-18, 35:18-23.) Dr. Asekomeh did not testify  
28 regarding any involvement by Dr. Frangos in Plaintiff’s MSEA determination. (Mussig

1 Dec. ¶ 7.) Following Dr. Asekomeh's deposition, Chevron U.S.A. again worked with  
2 Chevron Nigeria to conduct a search for any email correspondence between Dr.  
3 Asekomeh and Dr. Pitan. (*Id.* at ¶ 8.) In the course of this search, Chevron U.S.A.  
4 received a copy of an email chain which Dr. Pitan forwarded to Dr. Asekomeh on August  
5 15, 2019, which included an email from Dr. Frangos dated August 8, 2019. (*Id.*) **Until**  
6 **this point, Chevron U.S.A. had not known of any involvement by Dr. Frangos except**  
7 **for the referral that Plaintiff testified to in his deposition.** (*Id.*) Chevron U.S.A.  
8 nevertheless duly produced the email chain on November 8, 2024. (*Id.*) The Court found  
9 there was not sufficient bad faith to justify sanctions for the production of this email  
10 correspondence chain, and reopened discovery in this matter. (Dkt. No. 37.)

11 On January 16, 2025, taking advantage of the reopened discovery period, Plaintiff  
12 met and conferred for the first time regarding Requests for Production of Documents  
13 which were propounded throughout the life of this matter, demanding further production  
14 and supplementation of documents and information regarding numerous Requests for  
15 Production. (*See* Flechsig Dec. ¶ 20, Ex. 11) Since then, during the parties' meet and  
16 confer discussions, including on February 24, 2025, and February 26, 2025, Chevron  
17 U.S.A. has consistently agreed to attend an informal discovery conference. (Fan Dec. ¶  
18 6.) The parties agreed during these meet and confer discussions that they would jointly  
19 seek an informal discovery conference with the Magistrate Judge once the parties had  
20 narrowed the remaining discovery issues following receipt of Chevron U.S.A.'s  
21 supplemental document production. (*Id.*) Chevron U.S.A. produced additional  
22 documents pursuant to the parties' meet and confer efforts on March 11, 2025. (Fan Dec.  
23 ¶ 7.) Chevron U.S.A. also provided available dates for an informal discovery conference  
24 with the Magistrate Judge, and informed Plaintiff that it could provide additional dates of  
25 availability if necessary. (*Id.*) Plaintiff never agreed to the informal discovery  
26 conference. Chevron U.S.A. did not receive any response to its communication until two  
27 weeks later on March 25, 2025, when Plaintiff advised that he would be filing an ex parte  
28 application to seek leave to file a motion to compel and for sanctions. (Fan Dec. ¶¶ 7-8.)

1 Plaintiff has not contended that any of the additional documents produced by  
2 Chevron U.S.A. suggest that additional discovery must be taken, nor has Plaintiff made a  
3 request for such relief. (Fan Dec. ¶¶ 8-9.) On March 25, 2025, Plaintiff's counsel stated  
4 that they were not requesting leave to conduct additional discovery regarding the  
5 documents that were produced, or that they anticipated needing any further discovery.  
6 (Fan Dec. ¶ 9.) Plaintiff's counsel only indicated that they intended to seek sanctions for  
7 Chevron U.S.A.'s production of documents, which they contend should have been  
8 initially produced in response to Plaintiff's first set of Requests for Production of  
9 Documents. (Fan Dec. ¶¶ 8-9.) Plaintiff would not entertain discussion of any  
10 alternative methods to resolve the subject of Plaintiff's application. (Fan Dec. ¶ 9.)

11 Any attorneys' fees and costs Plaintiff seeks only arise from Plaintiff's failure to  
12 meet and confer in good faith regarding the subject of his ex parte application before  
13 rushing into court. After waiting nearly two weeks to raise the issue, and rejecting  
14 reasonable alternatives to resolve the subject of Plaintiff's ex parte application, it is clear  
15 no exigency exists which would warrant granting Plaintiff's ex parte application.  
16 Accordingly, Plaintiff's ex parte application should be denied. Chevron U.S.A. remains  
17 available and willing to attend an informal discovery conference as the parties previously  
18 agreed.

19 **II. ARGUMENT**

20 **A. No Exigency Exists Which Would Warrant Ex Parte Relief.**

21 "Ex parte applications are rarely justified." *See Mission Power Engineering Co. v.*  
22 *Continental Cas. Co.*, 883 F. Supp. 488, 490 (examining in detail the inherent unfairness  
23 and gamesmanship of the ex parte motion process). "Ex parte applications are solely for  
24 extraordinary relief and are rarely granted." *See Civil Standing Order, J. Vera, § XIII,*  
25 15:19. In order to obtain relief, an ex parte movant must first show that they will be  
26 "irreparably prejudiced" based on a sliding scale measuring the severity of the threatened  
27 prejudice and the likelihood of success on the merits. *See Mission Power Engineering,*  
28 883 F. Supp. 492. Second, an ex parte movant must establish that they are "without fault

1 in creating the crisis that requires ex parte relief, or that the crisis occurred as a result of  
2 excusable neglect.” *See id.* at 493. A party must show that “it used the entire discovery  
3 period efficiently and could not have, with due diligence, sought to obtain the discovery  
4 earlier in the discovery period.” *See id.*

5 As Plaintiff’s counsel attested, Plaintiff did not propound his first set of written  
6 discovery in this matter until May 7, 2024, almost one year after this action was filed in  
7 August 2023. (Dkt. 47-1, Flechsig Dec. ¶ 4.) Plaintiff knew as early as September 19,  
8 2023, that his MSEA determination had been made by a doctor affiliated with non-party  
9 Chevron Nigeria, Limited. (Dkt. 12, Answer ¶ 18.) On August 10, 2023, when Plaintiff  
10 deposed Dr. Asekomeh, Dr. Asekomeh confirmed he has never been employed by  
11 Chevron U.S.A. at any time. (Mussig Dec. ¶ 7, Ex. C at 14:16-21, 15:11-13.) On August  
12 22, 2023, when Chevron U.S.A. filed its MSJ for the first time, it stated unequivocally  
13 that “[t]he REM position [sought by Plaintiff] was employed by Chevron Nigeria,  
14 Limited.” (*See* Dkt. 30-1, Joint Statement of Uncontroverted Facts and Genuine  
15 Disputes, DUF 4.) Chevron U.S.A.’s MSJ also stated that “the local medical team at the  
16 location of the job site . . . makes the final determination as to medical fitness for duty”  
17 and that “[n]o Chevron U.S.A. employee had any final determination in whether Plaintiff  
18 was ultimately awarded the REM position in Escravos.” (*See* Dkt. 30-1, Joint Statement  
19 of Uncontroverted Facts and Genuine Disputes, DUF 6, 29.) To date, Plaintiff has not  
20 served any discovery on Chevron Nigeria, nor made any efforts to do so before or after  
21 the Court reopened discovery. (Mussig Dec. ¶ 9.)

22 On November 27, 2024, in granting Plaintiff’s first ex parte application on this  
23 issue, the Court reopened discovery in this case. (Dkt. Nos. 37-38.) Plaintiff did not  
24 meet and confer regarding any of Chevron U.S.A.’s responses to first and second sets of  
25 Requests for Production of Documents (see Fan Dec. ¶¶ 10-11, Exs. D, E) until January  
26 16, 2025, when Plaintiff sent a meet and confer letter regarding Chevron U.S.A.’s  
27 discovery responses for the first time (see Dkt. 47-1, Flechsig Dec. ¶ 20). Despite the  
28 fact that Plaintiff had already dismissed his age discrimination claim, Plaintiff sought the

1 production of extensive documents which encompassed the dismissed claim, which  
2 required further meet and confer between the parties. (Fan Dec. ¶ 5.) Throughout the  
3 parties' meet and confer, Chevron U.S.A. kept Plaintiff apprised of the timeline regarding  
4 the collection of documents and information from Chevron Nigeria, as well as issues with  
5 the document collection—e.g., encrypted email correspondence from Chevron Nigeria  
6 which could not be accessed or reviewed until they had been decrypted by IT personnel.  
7 (*Id.*) In light of the process and time needed to collect documents and information from  
8 non-party Chevron Nigeria, Chevron U.S.A. stipulated to attend an informal discovery  
9 conference regarding any outstanding issues after the discovery cutoff and has remained  
10 willing to attend an informal discovery conference. (Fan Dec. ¶ 6; *see also* Dkt. 47-15,  
11 Flechsig Dec. Ex. 14.) Rather than schedule an informal discovery conference as agreed  
12 between the parties, Plaintiff waited two weeks without responding before electing  
13 instead to file the instant *ex parte* application. (*See* Fan Dec. ¶ 7.)

14 After spending almost one year without taking any discovery in this case at all,  
15 after discovery was already reopened by the Court once nearly six months ago, after  
16 Chevron U.S.A. filed its motion for summary judgment a second time, and after  
17 prosecuting this case for nearly two years without conducting any discovery on a non-  
18 party to this action, Plaintiff now seeks to place the burden for his lack of timely  
19 prosecution on Chevron U.S.A. The coordination of depositions of the Nigerian doctors,  
20 who have never been employed by Chevron U.S.A., who live and work in a time zone 8-  
21 9 hours removed, and who have their own personal, work, and clinical obligations,  
22 required significant time and efforts to coordinate with non-party Chevron Nigeria. Any  
23 purported emergency asserted by Plaintiff can only be attributed to Plaintiff's own lack of  
24 diligence.

25 **B. No Discovery Sanctions Are Warranted, as Chevron USA Conducted a**  
**Diligent Search and Upon the Discovery of Additional Documents,**  
**Supplemented Its Production Pursuant to Its Discovery Obligations.**

27 Plaintiff's request for leave to file a motion for discovery sanctions is not  
28 warranted, and Plaintiff has not and cannot demonstrate that such a proposed motion has

1 any merit. Chevron U.S.A. conducted a diligent search for information and documents  
2 regarding nonprivileged matters that are relevant to the parties' claims or defenses in this  
3 case. (Mussig Dec. ¶ 2.) Until Chevron U.S.A. was provided a copy of the August 15,  
4 2019 email chain from Chevron Nigeria, Chevron U.S.A. was not aware that Dr. Frangos  
5 was involved in this matter at all, aside from Plaintiff's testimony that Dr. Frangos  
6 referred Plaintiff to Dr. Levy to discuss Plaintiff's MSEA determination. (*Id.* at ¶ 8; *see also id.* at ¶ 3, Ex. A at 69:20-25.) As part of its continuing discovery obligations,  
7 Chevron U.S.A. duly produced the email chain it received. (*Id.* at ¶ 8.)

8 As part of its initial search, Chevron U.S.A. identified the decisionmaker with  
9 respect to Plaintiff's MSEA determination, Dr. Asekomeh, and based on information he  
10 provided, identified the individuals Dr. Asekomeh communicated with during his review  
11 of Plaintiff's MSEA determination. (*Id.* at ¶ 2.) **Neither Dr. Asekomeh nor anyone**  
12 **else identified Dr. Frangos as an individual who was involved in the process.** (*Id.*)  
13 At deposition, Dr. Asekomeh confirmed he was the sole decisionmaker on Plaintiff's  
14 MSEA. (Mussig Dec. ¶ 7, Ex. C at 33:14-18, 35:18-23.)

15 Additionally, Chevron U.S.A. identified the Human Resources representatives  
16 whom Plaintiff contacted after Plaintiff's conditional offer was rescinded and identified  
17 Dr. Levy as the individual who spoke with Plaintiff and with one of the HR  
18 representatives regarding Plaintiff's MSEA determination. (*Id.* at ¶ 2.) Dr. Levy did not  
19 identify Dr. Frangos as an individual who was involved in the MSEA determination  
20 process. (*Id.*) Dr. Levy also attested that the local medical team in Nigeria – in this case,  
21 Dr. Asekomeh — would have been the final decisionmaker on Plaintiff's MSEA.  
22 (Mussig Dec. ¶ 5, Ex. B at 28:8-29:3, 30:16-31:8.)

23 Chevron U.S.A.'s discovery obligations are limited to those relevant,  
24 nonprivileged matters which are proportional to the needs of the case, and it has complied  
25 with its discovery obligations throughout this case. Fed. R. Civ. P. 26(b)(1). Plaintiff's  
26 request for leave to file a motion for discovery sanctions shortly before trial is nothing  
27 more than an attempt to delay and harass. Despite Chevron U.S.A.'s agreement to attend  
28

1 an informal discovery conference on the issues raised by Plaintiff, Plaintiff did not  
2 respond for two weeks and elected to file his ex parte application to seek leave to file a  
3 motion for sanctions, after declining to explore any possibility of reaching an informal  
4 resolution between the parties to obviate the need for costly motion work. (Fan Dec. ¶ 7-  
5 9.) Plaintiff has never contended that any of the additional documents produced by  
6 Chevron U.S.A. suggest that additional discovery must be taken, nor has Plaintiff made a  
7 request for such relief. (Fan Dec. ¶ 9.) To the extent Plaintiff claims he is owed  
8 sanctions to reimburse any attorneys' fees and costs in this endeavor, those fees and costs  
9 were frivolously and unnecessarily incurred. Plaintiff's ex parte application should be  
10 denied.

11       **C. No Further Discovery or Supplemental Opposition to the Motion for**  
12       **Summary Judgment is Warranted, as No Facts Have Arisen Which**  
13       **Would Raise Any Material Issue of Fact.**

14       Plaintiff makes repeated and meritless accusations about purported  
15 misrepresentations and misconduct by Chevron U.S.A. and its counsel, emotional bluster  
16 that is designed to distract from the fact that the documents at issue have no material  
17 impact whatsoever on Chevron U.S.A.'s pending MSJ. Indeed, Plaintiff's ex parte  
18 application primarily focuses on his desire to seek sanctions for documents which he  
19 contends should have been produced in response to his first set of Requests for  
20 Production of Documents, requests which Plaintiff did not bother to meet and confer  
21 about for more than seven months, after the Court reopened discovery. Additionally,  
22 Plaintiff has never claimed that he needed to conduct additional discovery with respect to  
23 the documents produced, and aside from requesting a few additional days to file his  
24 Opposition to Chevron U.S.A.'s MSJ, has not argued that he was unable to file his  
Opposition without adjusting the schedule of dates in this case.

25       Plaintiff's ex parte application separately expounds a litany of what Plaintiff  
26 characterizes as unwarranted delays or discovery abuses in this matter, but fails to  
27 acknowledge that the discovery sought by Plaintiff was in the possession, custody, and  
28 control of a non-party, a fact Plaintiff has known since at least *September 19, 2023*. To

1 date, Plaintiff has not served any discovery on Chevron Nigeria, nor made any attempts  
2 to do so either before or after the discovery cutoff. (Mussig Dec. ¶ 9.) Plaintiff did not  
3 make any of his own efforts to conduct diligent discovery on the correct party, but instead  
4 sat on his laurels and now complains about the time and efforts expended by Chevron  
5 U.S.A. to coordinate the requested discovery from a non-party entity. Chevron U.S.A.  
6 duly produced the documents it requested and then received from Chevron Nigeria to  
7 Plaintiff. (*Id.* at ¶¶ 6, 8; Fan Dec. ¶ 5-7.) As such, the relief sought by Plaintiff is  
8 unwarranted and irrelevant to the matters in the pending MSJ. Plaintiff's ex parte  
9 application should be denied in full for this reason as well.

10 **III. CONCLUSION**

11 Based on the foregoing, Chevron U.S.A. respectfully requests that the Court deny  
12 Plaintiff's ex parte application in full.

13 Dated: April 2, 2025

14 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

16 By \_\_\_\_\_ */s/ Tracey A. Kennedy*

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